

BLANKET UTILITY EASEMENT

DATE: _____

GRANTOR: BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC.
a Texas non-profit corporation

GRANTOR'S MAILING ADDRESS: 119 Lake Street
Brazos County
Bryan, TX 77801

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
Brazos County
College Station, Texas 77842

CONSIDERATION: Ten Dollars (\$10.00) and other good
and valuable consideration.

PROPERTY:

All that certain tract of land lying and being situated in the Richard Carter League, Abstract No. 8, College Station, Brazos County, Texas. Said tract being the same tract of land as described by a Deed to Barbara Searcy Moore recorded in Volume 387, Page 119 of the Deed Records of Brazos County, Texas, and being further commonly known as Lot 13, Block 2, Lloyd Smith Addition, an unrecorded subdivision.

Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set on the northeast line of Churchill Street marking the south corner of said Moore Tract and the west corner of a called 50 foot by 140 foot tract as described by a deed to Robbie Marie Patterson recorded in Volume 3267, Page 241 of the Official Public Records of Brazos County, Texas, for reference a 1/2 inch iron rod found marking the south corner of said Patterson Tract and the west corner of a called tract of land as described by a deed to J.T. Wells recorded in Volume 303, Page 743 of the Deed Records of Brazos County, Texas, bears: S 49° 23' 26" E for a distance of 50.00 feet;

THENCE N 49° 23' 26" W along the northeast line of Churchill Street for a distance of 50.00 feet to a 5/8 inch iron rod set on the southeast line of Preston Street marking the west corner of this herein described tract;

THENCE N 40° 39' 08" E along the southeast line of Preston Street for a distance of 141.01 feet to a 5/8 inch iron rod set on the southwest line of a called 69 foot by 140 foot tract as described by a deed to Dennis W. Ferrell recorded in Volume 282, Page 48 of the Deed Records of Brazos County, Texas, marking the north corner of this herein described tract, for reference a 1/2 inch iron rod found marking the west corner of said Ferrell Tract bears: N 48° 55' 59" W for a distance of 5.64 feet from which a 1/2 inch iron rod found marking the north corner of said Ferrell Tract bears: N 40° 40' 58" E for a distance of 139.98 feet;

THENCE S 48° 55' 59" E along the common line of said Moore Tract and said Ferrell Tract for a distance of 50.00 feet to a 5/8 inch iron rod set marking the east corner of this herein described tract and the north corner of said Patterson Tract, for reference a 1/2 inch iron rod found marking the east corner of said Patterson Tract and the north corner of said Wells Tract bears: S 48° 55' 59" E for a distance of 50.00 feet;

THENCE S 40° 39' 08" W along the common line of said Moore Tract and said Patterson Tract for a distance of 140.61 feet to the Point of Beginning, containing 0.162 of an acre of land, more or less, as surveyed on the ground February, 2000.

Being the same property described in General Warranty Deed dated April 14, 2000, executed by Barbara Searcy Moore to City of College Station, Texas, recorded in Volume 3782, Page 173, of the Official Records of Brazos County, Texas.

ESTATE GRANTED:

1. GRANTOR grants to GRANTEE an undefined or "blanket" easement for various utilities, to be restricted hereafter to the as-built area, and defined by subsequent survey or plat.
2. GRANTOR does hereby grant, bargain, sell and convey unto GRANTEE, its successors and assigns, an undefined easement in and to the above-described parcel of land; GRANTEE to install, maintain, repair, rebuild, operate, inspect and remove all utility facilities, including conduits, duct lines, vaults, fittings, appliances and equipment, under the above-described property.

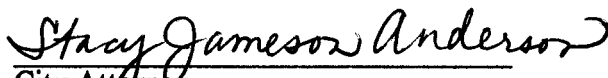
RESERVATIONS AND RESTRICTIONS:

1. This conveyance is only of the right, privilege and easement for the aforesaid purposes. GRANTOR and its successors and assigns shall have the right to use and to grant to others the right to use the easement area for any purpose which will not unreasonably interfere with the safe and reasonable maintenance and operation of installations to be made by GRANTEE therein.
2. GRANTEE covenants and agrees to interfere as little as possible with the normal flow of vehicular and pedestrian traffic over and upon the site, and to restore the surface of the site, whenever and wherever disturbed by GRANTEE, to as good a condition as existed at the time of such disturbance.
3. GRANTEE hereby covenants and agrees that in the event the future development or expansion of either the site or adjacent land, or both, requires the relocation of the facilities already constructed and installed in the easement area, GRANTEE will relocate such facilities, at the request and expense of GRANTOR, provided such relocation is sound and feasible from an engineering standpoint as reasonably determined by GRANTEE, and provided further that GRANTOR shall grant to GRANTEE a substitute easement, by instrument in recordable form providing for such relocation.
4. The easement is intended to be temporary, but the rights granted hereunder shall not terminate unless GRANTOR shall deliver a final "As Built" survey or plat, as approved by GRANTEE, showing the location of utility service, equipment, and facilities. The "As Built" survey or plat shall delineate a proposed permanent easement area to enable GRANTEE to maintain, repair, rebuild, and operate the equipment described in paragraph number 2 above, and GRANTEE or its successors shall thereafter execute an instrument in recordable form perfecting the rights existing hereunder in and to the "As Built" area.
5. GRANTOR warrants that the right of GRANTEE shall be superior to those of all persons claiming under or through GRANTOR but not otherwise.

BRYAN/COLLEGE STATION
HABITAT FOR HUMANITY, INC.

BY: _____
CHARLES E. McCANDLESS
President

APPROVED:


City Attorney

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2001, by CHARLES E. McCANDLESS as President of BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC., a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for
the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960
RE: 910 Welsh

AFTER RECORDING RETURN TO:
City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

GENERAL WARRANTY DEED

DATE: _____

GRANTOR: CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

GRANTOR'S MAILING ADDRESS: 1101 Texas Avenue
(including county) Brazos County
College Station, Texas 77840

GRANTEE: BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC.
a Texas non-profit corporation

GRANTEE'S MAILING ADDRESS: 119 Lake Street
(including County) Brazos County
Bryan, Texas 77801

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

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Being the same property described in General Warranty Deed dated April 14, 2000, executed by Barbara Searcy Moore to City of College Station, Texas, recorded in Volume 3782, Page 173, of the Official Records of Brazos County, Texas.

**RESERVATIONS FROM AND EXCEPTIONS
TO CONVEYANCE AND WARRANTY:**

For GRANTOR and GRANTOR's successors and assigns, in common with GRANTEE and GRANTEE's successors, a reservation of the free, uninterrupted, and perpetual use of an easement over the entire property for the purposes expressly provided for in the Blanket Utility Easement which GRANTEE has conveyed to GRANTOR as part of this conveyance.

This conveyance is conditioned on the construction of a dwelling meeting HUD approved requirements on the property within eighteen (18) months from date of this deed. If GRANTEE does not construct such dwelling in the time period allotted, GRANTOR shall have an automatic reversion of GRANTOR's interest.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE, GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's successors and assigns to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

ATTEST:

CITY OF COLLEGE STATION,
a Texas Municipal Corporation

CONNIE HOOKS, City Secretary

BY: _____
LYNN McILHANEY, Mayor

APPROVED:

Stacy Jameson Anderson
City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2001, by Lynn McIlhaney as Mayor of the City of College Station, a Texas Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for
the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

AFTER RECORDING RETURN TO:
Bryan/College Station Habitat for Humanity, Inc.
119 Lake Street
Bryan, Texas 77801